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OMB No. 1124-0006; Expires July 31, 2023

U.S. Department of Justice
Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Daniel J. Edelman, Inc.

2. Registration Number
3634

3. Primary Address of Registrant
200 East Randolph Street - 62nd Floor
Chicago, IL 60601

4. Name of Foreign Principal
Mashreqbank psc

5. Address of Foreign Principal
Mashreqbank psc
1 Al Ghurair Centre
Al Riqqa St Deira Dubai
United Arab Emirates

6. Country/Region Represented
Non-U.S. markets

7. Indicate whether the foreign principal is one of the following:

- ☐ Government of a foreign country [1]
- ☐ Foreign political party
- ☐ Foreign or domestic organization: If either, check one of the following:
  - ☐ Partnership
  - ☒ Corporation
  - ☐ Association
  - ☐ Committee
  - ☐ Voluntary group
  - ☐ Other *(specify)* _____
- ☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

1 "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

a) Name and title of official with whom registrant engages

b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Mashreqbank psc is an international bank with headquarters in the UAE that offers a range of banking services including, corporate banking, retail banking, international banking, and treasury and capital markets.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Owned by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Directed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Controlled by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Financed by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes ☐ No ☒

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Mashreqbank is a privately held bank with headquarters in the UAE.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
August 13, 2020	Randall Corley	/s/ Randall Corley eSigned

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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov .

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration Number
Daniel J. Edelman, Inc.	3634

3. Name of Foreign Principal

Mashreqbank PSC

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. What is the date of the contract or agreement with the foreign principal? August 5, 2020

8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Edelman will engage with Mashraqbank to help coordinate non-US media management and strategic counsel in several non-US geographies.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Edelman to perform the following Services:
1. Strategic advice in consultation with Mashreqbank's external counsel and additional firms to be identified by Mashreqbank;
2. Non-U.S. media management and non-U.S. media monitoring;
3. Coordinating with media in non-U.S. regions in response to specific media queries.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act[1].

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

11. Prior to the date of registration[2] for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose

12. During the period beginning 60 days prior to the obligation to register[3] for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value

Total

13. During the period beginning 60 days prior to the obligation to register[4] for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount

1 "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

2,3,4 Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
August 13, 2020	Randall Corley	/s/ Randall Corley eSigned

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LETTER OF AGREEMENT

August 5, 2020

Suad Merchant
Mashreqbank psc
1 Al Ghurair Centre
Al Riqqa St Deira Dubai
United Arab Emirates

Dear Suad:

The purpose of this letter of agreement ("Agreement") is to confirm the terms of the retention of Daniel J. Edelman, Inc. d/b/a Edelman ("Edelman") by **Mashreqbank psc** ("Client" or "Mashreq") and to authorize Edelman to commence work at your direction, effective **July 27, 2020** for communications services solely and specifically as set forth in only Appendix A attached hereto and incorporated by reference herein.

Each party will keep confidential all information and materials so designated by the other party and will limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party. In compliance with data privacy and security laws, the parties agree to, among other things, comply with the provisions of Appendix B.

All invoices will be submitted to Client and Client will make payment directly to Edelman. Edelman shall submit invoices to Client for its professional fees and expenses according to the Budget set forth in Appendix A. For any individual expense equal to or greater than US$5,000, Client shall be required to prepay Edelman or directly pay vendors. In addition, Client shall also pay Edelman a monthly charge equal to seven percent (7%) of Edelman's monthly fees, for certain expenses incurred by Edelman in order to provide the Services, which include, but are not limited to, utilization of certain research and media databases, and/or certain technological tools and services. Edelman shall not provide Client with an accounting or detail for such charges. Invoices are due on the invoice date, but won't be deemed late if paid within thirty days. All amounts due under this Agreement shall be billed and paid in US dollars. Edelman may charge and invoice Client, and Client shall pay, any applicable transaction taxes, including, without limitation, sales, use, value added, general services, or any other similar transaction taxes imposed by any government or taxation authority, as a result of Edelman's performance of the Services regardless of when payment for Services was made. Client shall not be responsible for any taxes based solely on Edelman's income. Edelman reserves the right to adjust the budget if there is a variation in any relevant currency exchange rate greater than two percent (2%). Unless specifically paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing herein shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

In the event of non-payment of an invoice, Edelman may terminate this Agreement. Either party may terminate this Agreement for any reason by providing the other party with not less than thirty (30) days' written notice. Upon expiration or termination of this Agreement, Client shall pay Edelman fees through the termination date and reimburse Edelman for expenses incurred through the termination date unless such fees and expenses are disputed by the Client on a reasonable basis and within thirty days.

Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing services

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hereunder. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise to the extent out of or relate to: (i) information, statements or materials prepared or provided by Client , that Client directed Edelman to use or that were approved by Client; and/or (ii) Client's negligence or willful misconduct. In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target. This paragraph shall survive termination or expiration of this Agreement.

EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS LETTER OF AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED TWO TIMES (2X) THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN UNDER THIS AGREEMENT. IN ADDITION, EDELMAN SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This paragraph shall survive termination or expiration of this Agreement.

Conditioned upon payment in full, Edelman will assign all of its right, title and interest in the materials Edelman creates for the Client hereunder; provided, however, that Client shall obtain no ownership interest in (i) third party materials, (ii) Edelman's pre-existing materials, and (iii) Edelman's proprietary materials. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, including without limitation, present or future law, regulation or order, act of God, earthquake, flood, fire, epidemic, pandemic, accident, explosion, casualty, labor controversy, riot, civil disturbance, war or armed conflict, act or threat of terrorism (all, an "Event of Force Majeure"), except for the failure to pay any amounts due hereunder. Each party shall notify the other party in writing of an Event of Force Majeure and such other party's duties, covenants, obligations and responsibilities hereunder shall be suspended through the duration of such Event of Force Majeure. If an Event of Force Majeure remains in effect for more than thirty days, such other party may terminate this Agreement.

This Agreement constitutes the entire understanding between the parties hereto and merges all prior discussions between them relating thereto, and may be modified or amended only by a writing signed by the party to be charged. This Agreement may be executed in two or more counterparts, each of which will be deemed an original.

This Agreement shall be construed in accordance with the laws of the State of New York, regardless of any conflict of law rules. By signing below, the parties authorize Edelman to begin work on the aforestated terms. Please sign both copies of this Agreement, retaining one for your files and returning the other to us.

ACCEPTED AND AGREED TO ON THIS 12 DAY OF AUGUST, 2020.

MASHREQBANK psc

By: _____

Printed Name: FADI MUDARRES

Title: EVP & General Counsel

DANIEL J. EDELMAN, INC.

By: Chad Tendler

Printed Name: Chad Tendler

Title: Executive Vice President & Cross-Border Lead

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APPENDIX A
PROGRAM OF OBJECTIVES / SCOPE OF SERVICES

Pursuant to the Letter of Agreement by and between **Mashreqbank psc** ("Client" or "Mashreq") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated **August 5, 2020** this Program/Scope of Services is incorporated into and subject to the terms and conditions of the Agreement. Edelman is hereby authorized to start work under Client's retention. The parties agree to the below Scope of Services and financial terms:

Services
Edelman to perform the following Services:

1. Strategic advice in consultation with Mashreq's external counsel and additional firms to be identified by Mashreq;
2. Non-U.S. media management and media monitoring;
3. Coordinating with media in non-U.S. regions in response to specific media queries.

Term **July 27, 2020** until terminated by either party upon thirty (30) days prior written notice.

Budget

Prepaid. Edelman will pre-bill Client a one-time amount of **$20,000** to cover a portion of the estimated fees.

Fee Billing. At the end of each month, Edelman shall invoice Client the exact fees based upon the hours incurred in performing the Services during that month. Such fees will be based upon Edelman's rate card ("Rate Card") as described below.

Expense Billing. Edelman shall invoice Client out-of-pocket expense amount(s) at the end of the month on an as incurred basis. In addition, Client shall pay a monthly charge equal to 7% of monthly fees for internal expenses as set forth in the Agreement.

Invoices. Edelman will render invoices to include professional services detailed by person and expenses by category. Documentation for out-of-pocket expenses will be available upon request. With the exception of the **$20,000** prepayment, which is due upon receipt of invoice, payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name: Company Name: Address:	Suad Merchant Mashreqbank psc1 Al Ghurair Centre Al Riqqa St Deira Dubai United Arab Emirates

RATE CARD

Resource Title	Rates
Administrator	$130
Assistant Account Executive	$250
Account Executive	$275
Senior Account Executive	$350
Account Supervisor	$400
Senior Account Supervisor	$450
Vice President	$500
Senior Vice President	$650
Executive Vice President	$725
General Manager	$800
Executive Manager	$800

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APPENDIX B - Data Protection Addendum

SECTION 1 Purpose

This Addendum supplements the Agreement with respect to the parties' Processing of Personal Data and compliance with Data Protection Law. This is not intended to modify the terms of the Agreement, but shall take precedent with respect to matters involving the Processing of Personal Data.

SECTION 2 Definitions

Capitalized terms used but not defined have the meaning given in the Agreement.

"Client Personal Data" means Personal Data received from or on behalf of the Client in connection with the performance of the Services.

"Data Protection Law" means any law, rule, regulation, decree, statute, or other enactment, order, mandate or resolution, as applicable to Client or Edelman, relating to data security, data protection and/or privacy, including, without limitation, the California Consumer Protection Act, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to processing of personal data and the free movement of that data ("GDPR"), and any implementing, derivative or related legislation, rule, regulation, and regulatory guidance binding on Client or Edelman, as amended, extended, repealed and replaced, or re-enacted from time to time.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person under applicable Data Protection Law.

"Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Personal Data, whether transmitted, stored, or otherwise Processed.

"Data Controller" means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data.

"Data Processor" means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the Data Controller.

"Processing" means any operation or set of operations that is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction. "Process" and "Processed" will have equivalent meanings.

SECTION 3 Data Protection Requirements

(1) Client, in its capacity as a Data Controller, shall:

- (i) Ensure that it has the lawful right to authorize Edelman to process Client Personal Data as contractually agreed or as instructed by the Client;
- (ii) Comply with Data Protection Law in connection with the Processing of Client Personal Data;
- (iii) Ensure all instructions given by it to Edelman with respect to the Processing of Client Personal Data are compliant with Data Protection Law;

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(iv) Be solely responsible for assessing the admissibility of the Processing requested by it and for the rights of affected parties;

(v) Document all orders, partial orders or instructions provided to Edelman. In urgent cases, instructions may be given verbally, provided Client promptly confirms and documents the instructions;

(vi) Immediately notify Edelman of any errors or irregularities found when reviewing the results of the processing;

(vii) Be responsible for ensuring that any subprocessors of Client Personal Data selected by Client comply fully with Data Protection Law; and

(viii) To the extent Client receives Personal Data of Edelman employees pursuant to the Agreement, Client will process such Personal Data in compliance with Edelman's instructions provided that such instructions are not contrary to Data Protection Law.

(2) Edelman, in its capacity as a Data Processor to Client, shall:

(i) Process Client Personal Data pursuant to the Agreement only on documented instructions from Client, including with regard to transfers of Personal Data to a third country, an international organization, unless required to do otherwise by European Union or Member State law to which Edelman is subject. In such case, Edelman will inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(ii) Ensure that persons authorized by Edelman to Process Client Personal Data (except to the extent a subprocessor has been selected by Client) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Edelman shall not be responsible for the actions of subprocessors Client has selected and instructed Edelman to utilize with respect to the Processing of Client Personal Data;

(iii) Take all measures required by Data Protection Law relating to data security, including but not limited to adequate information security measures in accordance with Data Protection Law;

(iv) Taking into account the nature of the Processing, assist Client by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfillment of Client's obligation to respond to requests for exercising the Data Subjects' rights stated in Data Protection Law with respect to Client Personal Data;

(v) Reasonably assist Client in ensuring compliance with data security, Personal Data Breach obligations and data protection impact assessments, and engaging in other matters, pursuant to and as required by Data Protection Law with respect to Client Personal Data. In particular, Edelman shall notify the Client promptly on becoming aware of any Personal Data Breach in respect of Client Personal Data;

(vi) maintain records of all of its Processing activities hereunder and make available to the Client such information in its possession or control as is reasonably necessary to demonstrate its compliance with this Exhibit and Data Protection Law;

(vii) upon notice from Client, promptly delete or return all the Personal Data to Client that Edelman has Processed solely for Client pursuant to the Agreement, after the end of the provision of Services relating to Processing, and delete existing copies unless European Union or Member State law requires storage of Personal Data;

(viii) promptly inform Client if, in its opinion, an instruction from Client is inconsistent with Data Protection Law in which case Edelman shall be entitled to suspend providing the relevant Services until the parties have agreed upon amended instructions which are not inconsistent with Data Protection Law.

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(3) To the extent that Edelman Processes Personal Data pursuant to the Agreement in the capacity of a Data Controller, it will comply with Data Protection Law and the requirements of subsection (1) above.

(4) To the extent that Client receives Personal Data from Edelman (e.g., Personal Data of Edelman employees, media contact or suppliers) pursuant to the Agreement, Client will Process such Personal Data in accordance with Data Protection Law and Edelman's instructions provided that such instructions are not contrary to Data Protection Law from time to time.

(5) The subject matter of the Processing, including the nature, purposes and duration of Processing operations to be carried out and the categories of data subjects and types of Personal Data to be Processed, will be described in a SOW or other written agreement signed by the parties' authorized representatives, or documented instructions from the instructing party, each of which forms an integral part of the Agreement.

(6) Each party will notify the other party promptly becoming aware of a Personal Data Breach affecting the other party's Personal Data Processed pursuant to the Agreement.

(7) Where one party faces an actual or potential claim arising out of or related to violation of any Data Protection Law concerning the Services or Personal Data Processed hereunder, the other party will promptly provide all materials and information requested that is relevant to the defense of such claim and the underlying circumstances concerning the claim.

(8) Each party agrees that to the extent the other party Processes the name, business telephone number, business cell phone number, business address, or business email address of the other party's employees in the ordinary course of developing and/or maintaining a business relationship between Client and Edelman, each party represents to the other party that it is authorized to permit the other party to Process such Personal Data regarding employees for the sole purpose of performing their respective responsibilities under the Agreement and instructs the other party to Process such Personal Data for such purposes.

(9) To the extent either party provides instructions to the other party to Process Personal Data, the party providing instructions represents and warrants that it has the appropriate authorization to permit the party receiving instructions to Process such data consistent with the instructions in accordance with Data Protection Law.

(10) The Client and Edelman shall be jointly and severally liable for any damage to the Data Subject to the extent arising out of the transfer of his/her Personal Data pursuant to this Addendum by one party to the other party, and the resulting sub-transfer thereof by the transferee party. Each party, to the extent to which it is liable, undertakes to hold harmless and indemnify the other party for any direct costs, charges, damages, payments, expenses or loss (including reasonable attorney's fees) suffered or incurred (the "Damages") for any material breach resulting from its obligations under this Appendix, provided except to the extent that such Damages are incurred as a result of the negligence, willful default, fraud or bad faith, breach of this Agreement or violation of applicable laws. Both Parties shall not be liable for any and all consequential and indirect losses. Edelman specifically undertakes to hold harmless and indemnify the Client for any and all Damages, suffered or incurred arising out of or in connection with Edelman's engagement of any Subprocessor and for any material breach resulting from the obligations of any Subprocessor under such data transfer agreement between Edelman and that Subprocessor.

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(11) In the event and to the extent Processing instructions issued by Client make performance of the Agreement commercially unreasonable, Edelman shall advise Client and the parties will negotiate in good faith an amicable resolution of same. On resolution, the Processing instructions will take effect. Absent an amicable resolution, Edelman shall be entitled to terminate the Agreement for cause. Client shall reimburse Edelman for additional expenses reasonably incurred as a result of complying with Client's requests and/or instructions hereunder.

(12) The Client acknowledges that Edelman uses cloud services to store and process data which may involve the transfer of Client Personal Data outside the country of origin of the data (e.g. outside of United Kingdom, European Economic Area (EEA) or the United States). The Client consents to this transfer of Client Personal Data provided it is effected through legally enforceable mechanism(s) for transfers of personal data as may be permitted under applicable Data Protection Law and consistent with mutually agreed data security standards.

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